Form (2)

Republic of the Union of Myanmar
Sr. No. 11002
Dated 23.9.2012
Myanmar Investment Commission

The Myanmar Investment Commission

PERMIT

Permit No. 502 /2012

Date 23rd September , 2012

The Myanmar Investment Commission issues this Permit under Section 10 of the Republic of the Union of Myanmar Foreign Investment Law-

(a) Name of Promoter Ms Chien, Chi-Jean

(b) Citizenship Taiwanese

(c) Address No. 9, Lane 369, Sec.3, Ta-Taung Road, Hsi-Chih, Taipei, Taiwan, People's Republic of China (PRC)

(d) Name and Address of principal organization Rui Seng Optronic Technology (Shanghai) Co.,Ltd., No.2168, Xiangjiang Road, Huang Du, Jia Ding, Shanghai, PRC 2501804

(e) Place of incorporation People's Republic of China (PRC)

(f) Type of business in which investment is to be made Manufacturing and Marketing of Fish-Hook on CMP basis

(g) Place(s) at which investment is permitted Plot No.D-10, Mingaladon Industrial Park, Mingaladon Township, Yangon Region

(h) Amount of foreign capital US$ 2.906 million

(i) Period for bringing in foreign capital 3 year

(j) Total amount of capital (Kyat) Equivalent in Kyat of US$ 2.906 million

(k) Permitted duration of investment 36 years

(l) Name of the economic organization to be formed in Myanmar

Luxen International Limited

Chairman

The Myanmar Investment Commission

# မြန်မာနိုင်ငံ ရင်းနှီးမြှုပ်နှံမှု ကော်မရှင်
## ခွင့်ပြုမိန့်

ခွင့်ပြုမိန့်အမှတ် ၅၀၂/၂၀၁၂

၂၀၁၂ ခုနှစ်၊စက်တင်ဘာလ ၂၄ ရက်

ပြည်ထောင်စု သမ္မတမြန်မာနိုင်ငံတော် နိုင်ငံခြား ရင်းနှီးမြှုပ်နှံမှု ဥပဒေ ပုဒ်မ (၁၀) အရ ဤခွင့်ပြုမိန့်ကို မြန်မာနိုင်ငံ ရင်းနှီးမြှုပ်နှံမှု ကော်မရှင်က ထုတ်ပေးလိုက်သည်-

(က) ကမကထပြုသူ၏အမည် Ms Chien, Chi-Jean

(ခ) မည်သည့် နိုင်ငံသား Taiwanese

(ဂ) နေရပ်လိပ်စာ No. 9, Lane 369, Sec.3, Ta-Taung Road, Hsi-Chih, Taipei, Taiwan, People's Republic of China (PRC)

(ဃ) ပင်မအဖွဲ့အစည်းအမည်နှင့်လိပ်စာ Rui Seng Optronic Technology (Shanghai) Co.,Ltd., No.2168, Xiangjiang Road, Huang Du, Jia Ding, Shanghai, PRC 2501804

(င) ဖွဲ့စည်းရာအရပ် People's Republic of China (PRC)

(စ) ရင်းနှီးမြှုပ်နှံမှုပြုလုပ်မည့်လုပ်ငန်းအမျိုးအစား CMP စနစ်ဖြင့် ငါးမျှားချိတ်မျိုးစုံ ထုတ်လုပ်ခြင်းနှင့် ဖြန့်ဖြူးရောင်းချခြင်းလုပ်ငန်း

(ဆ) ရင်းနှီးမြှုပ်နှံမှုပြုလုပ်ခွင့်ပြုသည့်အရပ်ဒေသ(များ) မြေကွက်အမှတ် ဒီ-၁၀ မင်္ဂလာဒုံစက်မှုဇုံ၊ မင်္ဂလာဒုံမြို့နယ်၊ ရန်ကုန်တိုင်းဒေသကြီး

(ဇ) နိုင်ငံခြားမတည်ငွေရင်း အမေရိကန်ဒေါ်လာ ၂.၉၀၆ သန်း

(ဈ) နိုင်ငံခြားမတည်ငွေရင်းယူဆောင်လာရမည့်ကာလ ၃ နှစ်

(ည) စုစုပေါင်း မတည်ငွေရင်းပမာဏ(ကျပ်) အမေရိကန်ဒေါ်လာ၂.၉၀၆ သန်း နှင့် ညီမျှသော မြန်မာကျပ်ငွေ

(ဋ) ရင်းနှီးမြှုပ်နှံခွင့်ပြုသည့် သက်တမ်း ၃၆ နှစ်

(ဌ) မြန်မာနိုင်ငံတွင် ဖွဲ့စည်းမည့် စီးပွားရေး အဖွဲ့အစည်းအမည် Luxen International Limited

ဥက္ကဋ္ဌ

မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်

Confidential

THE REPUBLIC OF THE UNION OF MYANMAR

MYANMAR INVESTMENT COMMISSION

Building No.(32), Nay Pyi Taw

Our ref : Ya Ka-1/Na- 644 / 2012( 11002 )

Dated : 23 September 2012

Tel: 067-06334,406075

Fax: 95-67-406333

Subject : Decision of the Myanmar Investment Commission on the Proposal for " Manufacturing and Marketing of Fish-Hook on CMP Basis " under the name of " Luxen International Limited "

Reference: Ministry of Construction, Minister's Office Letter No. 26/Branch-3/2012(C 5231)

1. The Myanmar Investment Commission, at its meeting (28/2012) held on(5-9 -2012) had approved the proposal for investment in "Manufacturing and Marketing of Fish-Hook on CMP Basis " under the name of " Luxen International Limited " submitted by Ms. Chien, Chi-Jean from People's Republic of China as a wholly foreign owned investment.

2. Hence, the "Permit" is herewith issued in accordance with Chapter VI, Section 10 of the Republic of the Union of Myanmar Foreign Investment Law and Chapter VI, Article 13 of the Procedures relating to the said Law. Terms and conditions to the "Permit" are stated in the following paragraphs.

3. The permitted duration of the project shall be 36 (Thirty six) years commencing from the issuing date of Physical Delivery Receipt ending on the date 7th February, 2048 pursuant to Sub-Lease Agreement Chapter 1.1. Luxen International Limited agrees to stop operation immediately and remove all Luxen International Limited properties within 30(Thirty) days from the date of termination and return the land to the Mingaladon Industrial Park Co., Ltd. in good condition mentioned as in Sub- Lease Agreement Chapter 9, for the project area of 14,468.85 square metre(3.58 acres). At the end of the leased period, Luxen International Limited shall transfer the leased land and factory buildings

(immovable properties) to the lesser within 3 months in good condition, ground damages having been refilled or repaired.

4. Luxen International Limited shall provide Land Use Premium to the amount of US $ 463,003.20 (United States Dollar four hundred and sixty three thousand and three and twenty cent only) in favour of Mingaladon Industrial Park Co., Ltd in three instalments as follows:-

(a) the first instalment of 10% (Ten) percent of the Land Use Premium amounting to US $ 46,300.32 (United States Dollar forty-six thousand three hundred and thirty-two cent only) shall be paid on the date of signing of Sub- Lease Agreement.

(b) the second instalment of 50%(Fifty)percent of the Land Use Premium amounting to US $ 231,501.60 (United States Dollar two hundred and thirty-one thousand five hundred and one and sixty cent only) shall be paid to the Mingaladon Industrial Park Co., Ltd within 30 days after signing of this Agreement. If Luxen International Limited fail to pay in stipulated period Mingaladon Industrial Park Co., Ltd. shall have the right to terminate the Sub-Lease Agreement at its own discretion and the first instalment shall be forfeited.

(c) the final instalment of 40% (Forty) percent of the Land Use Premium amounting to US $ 185,201.28 (United States Dollar one hundred and eighty-five thousand two hundred and one and twenty-eight cent only) shall be paid to the Mingaladon Industrial Park Co.,Ltd. by the Luxen International Limited either within 4 (Four) months after signing of the Sub-Lease Agreement or upon the Mingaladon Industrial Park Co., Ltd. issuing of the Receipt whichever comes earlier, failing which the Mingaladon Industrial Park Co., Ltd shall have the right to terminate the Sub-Lease Agreement at its own discretion and the first instalment and the second instalment shall be forfeited.

5. Luxen International Limited shall pay the annual land rent on yearly basis at the rate of US $ 0.30 (United States Dollar thirty cent only) per square meter per annum for the project area to the amount of US $ 4,340.66 (United States Dollar four thousand three hundred and forty and sixty-six cent only)as well as Management fees and Utility Charges

to be paid in accordance with the estate conditions of the Mingaladon Industrial Park. The rent shall be reviewed and revised every 5 (Five) years period and the rate of increase shall not be more than 15% of the previous rate.

6. Luxen International Limited shall provide a security deposit to the amount of US$ 4,340.66 (United States Dollar four thousand three hundred and forty and sixty-six cent only) to the Mingaladon Industrial Park Co., Ltd. on the date of signing of the Sub-Lease Agreement.

7. In issuing this "Permit," the Commission has granted ,amongst the followings, exemptions and reliefs as per Section 21(a)(i) and (j) of the Union of Myanmar Foreign Investment Law. Other exemptions and reliefs under Section (21) shall have to be applied upon the actual performance of the project;

(a) As per section-21(a), exemption from income tax up to 36 (Thirty six) consecutive months starting from the month of commencement of commercial operation.

(b) As per section-21(b), exemption from income tax on profits of the business if they are maintained in a reserve fund and re-invested there in within one year after the reserve is made.

(c) As per section-21(c), right to accelerate depreciation in respect of machinery, equipment, building of other capital assets used in the business to the extent of the original value for the purpose of income- tax assessment.

(d) As per section-21(d),relief from income tax up to 50 percent on profits accrued from exports, following a 3-year tax holiday period.

(e) As per section-21(e), right to pay income-tax payable to the State on behalf of foreigners who have come from abroad and are employed in the enterprise and the right to deduct such payment from the assessable income.

(f) As per section-21(f), right to pay income-tax on the income of the above-mentioned foreigners at the rates applicable to the citizens residing within the country.

(g) As per section-21(g), right to deduct from the assessable income such expense incurred in respect of research and development relating to the enterprise which are actually

required and are carried out within the State, only after 3 years tax holiday period.

(h) As per section-21(h), right to carry forward and set-off up to three consecutive years from the year the loss is sustained following the enjoyment of exemption from income-tax, in accordance with Section-4 of the Income Tax Amendment Law, 1991.

(i) As per section-21(i), exemption from customs duty and all other internal taxes on machinery, equipment, instruments, machinery components, spare parts and materials used in the business, which are imported as they are actually required for use during the period of construction.

(j) As per section-21(j), exemption from customs duty and all other internal taxes on such raw materials which are actually required for operation of the business shall be granted within three years of commercial operation following the period of construction.

8. Luxen International Limited shall have to sign the Sub-Lease agreement with the Mingaladon Industrial Park Co., Ltd. After signing such Agreement, (5) copies each of those shall have to be forwarded to the Commission.

9. Luxen International Limited in consultation with the Department of Company Registration, Directorate of Investment and Company Administration shall have to be registered. After registration, (5) copies each of Certificate of Incorporation and Memorandum and Articles of Association shall have to be forwarded to the Commission.

10. Luxen International Limited shall use its best efforts for timely realization of works stated in the Proposal. If none of such works has been commenced within one year from the date of issue of this "Permit" it shall become null and void.

11. The commercial date of operation shall be reported to the Commission.

12. Luxen International Limited shall endeavour to meet the targets for production and export stated in the proposal as the minimum target.

13. The Commission approves periodical appointments of foreign experts and technicians from abroad as per proposal. Luxen International Limited shall have to consult with Directorate of Labour, Ministry of Labour for appointment of such foreign experts and technicians.

14. In order to evaluate foreign capital in terms of Kyats and for the purpose of its registration in accordance with the provisions under Section-24 of the Republic of the Union of Myanmar Foreign Investment Law, it is compulsory to report as early as possible in the following manner:-

(a) the amount of foreign currency brought into Myanmar, attached with thc necessary documents issued by the respective bank where the account is opened;

(b) the detailed lists of the type and value of foreign capital defined under Section – 2(h) of the said Law, other than foreign currency.

15. Whenever Luxen International Limited brings in foreign capital defined under Section-2(h) of the said Law, other than foreign currency in the manner stated in paragraph 14(b) mentioned above, the Inspection Certificate endorsed and issued by an internationally recognized Inspection Firm with regard to quantity, quality and price of imported materials shall have to be attached.

16. After all types of foreign capital (foreign currency and other types of foreign capital) have been brought into Myanmar, a report shall have to be submitted to the Commission as prescribed, vide letter No. Na-Ya 9/101/92(416) dated 3-12-92 [Annexure (1)]

17. Luxen International Limited shall have the right to conduct account transfer in exchanging foreign currency into Kyat and vice-versa as per para 20 of the Notification No. 40/2011 issued by the Government of the Republic of the Union of Myanmar, dated 30 September 2011.

18. Luxen International Limited shall report to the Commission for any alteration in the physical and financial plan of the project. Cost overrun, over and above the investment amount pledged in both local and foreign currency shall have to be reported as early as possible.

19. Luxen International Limited shall be responsible for the preservation of the environment at and around the area of the project site. Hence, it shall observe the directive issued by the Commission vide letter No. Ya Ka-1/139/94(0440) dated 30-6-94 [Annexure(2)] to undertake all proper treatment systems and other necessary environmental control systems.

20. Payment of principal and interest of the loan(if any) as well as payment for import of raw materials and spare parts etc. shall only be made out of the official foreign exchange earnings of Luxen International Limited.

21. Luxen International Limited in consultation with Myanma Insurance, shall effect such types of insurance defined under Chapter VIII, Article 15 of the Procedures relating to the Republic of the Union of Myanmar Foreign Investment Law.

(Soe Thane)
Chairman

c/o

Director General

Department of Human Settlement & Housing Development

cc: 1. Office of the Government of the Republic of the Union of Myanmar
2. Office of the Yangon Region Government
3. Ministry of National Planning and Economic Development
4. Ministry of Finance and Revenue
5. Ministry of Commerce
6. Ministry of Construction
7. Ministry of Foreign Affairs
8. Ministry of Home Affairs
9. Ministry of Immigration and Population

10. Ministry of Labour
11. Ministry of Electric Power
12. Director General, Directorate of Investment and Company Administration
13. Director General, Customs Department
14. Director General, Internal Revenue Department
15. Managing Director, Myanma Foreign Trade Bank
16. Managing Director, Myanma Investment and Commercial Bank
17. Managing Director, Myanma Insurance
18. Managing Director, Myanma Electric Power Enterprise
19. Director General, Directorate of Trade
20. Director General, Immigration and National Registration Department
21. Director General, Directorate of Labour
22. Chairman, Republic of the Union of Myanmar Federation of Chambers of Commerce and Industry(UMFCCI)
23. Luxen International Limited